

1  
2  
3  
4  
5  
6  
7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 WALTER HSIAO, an individual,

12 Plaintiff,

13 v.

14 WAL-MART ASSOCIATES, INC.;  
15 WAL-MART STORES, INC.;  
DOES 1 to 15,

16 Defendants.  
17

Case No. 8:17-cv-00152-CJC-GJS

Assigned to: Hon. Cormac J. Carney

**STIPULATED PROTECTIVE ORDER**

18 1. A. PURPOSES AND LIMITATIONS  
19

20 Discovery in this action is likely to involve production of confidential,  
21 proprietary, or private information for which special protection from public  
22 disclosure and from use for any purpose other than prosecuting this litigation may  
23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
24 enter the following Stipulated Protective Order. The parties acknowledge that this  
25 Order does not confer blanket protections on all disclosures or responses to  
26 discovery and that the protection it affords from public disclosure and use extends  
27 only to the limited information or items that are entitled to confidential treatment  
28 under the applicable legal principles. The parties further acknowledge, as set forth

1 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
2 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
3 procedures that must be followed and the standards that will be applied when a  
4 party seeks permission from the court to file material under seal.

5  
6 **B. GOOD CAUSE STATEMENT**

7 This action is likely to involve commercial, financial, and/or proprietary  
8 information for which special protection from public disclosure and from use for  
9 any purpose other than prosecution of this action is warranted. Such confidential  
10 and proprietary materials and information consist of, among other things,  
11 confidential business or financial information, information regarding confidential  
12 business practices, or other confidential commercial information (including  
13 information implicating privacy rights of third parties), information otherwise  
14 generally unavailable to the public, or which may be privileged or otherwise  
15 protected from disclosure under state or federal statutes, court rules, case decisions,  
16 or common law. Accordingly, to expedite the flow of information, to facilitate the  
17 prompt resolution of disputes over confidentiality of discovery materials, to  
18 adequately protect information the parties are entitled to keep confidential, to  
19 ensure that the parties are permitted reasonable necessary uses of such material in  
20 preparation for and in the conduct of trial, to address their handling at the end of the  
21 litigation, and serve the ends of justice, a protective order for such information is  
22 justified in this matter. It is the intent of the parties that information will not be  
23 designated as confidential for tactical reasons and that nothing be so designated  
24 without a good faith belief that it has been maintained in a confidential, non-public  
25 manner, and there is good cause why it should not be part of the public record of  
26 this case.

1           2.     DEFINITIONS

2           2.1     Action: refers to the Complaint for Damages filed by Plaintiff against  
3     WALMART on October 25, 2016 and a First Amended Complaint on December 9,  
4     2016 in the Superior Court of California, County of Orange, Case No. 30-2016-  
5     00882995, and subsequently removed to the United States District Court for the  
6     Central District of California, Case No. 8:17-cv-00152-CJC-GJS.

7           2.2     Challenging Party: a Party or Non-Party that challenges the  
8     designation of information or items under this Order.

9           2.3     “CONFIDENTIAL” Information or Items: information (regardless of  
10    how it is generated, stored or maintained) or tangible things that qualify for  
11    protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
12    the Good Cause Statement.

13          2.4     Counsel: Outside Counsel of Record and House Counsel (as well as  
14    their support staff).

15          2.5     Designating Party: a Party or Non-Party that designates information or  
16    items that it produces in disclosures or in responses to discovery as  
17    “CONFIDENTIAL.”

18          2.6     Disclosure or Discovery Material: all items or information, regardless  
19    of the medium or manner in which it is generated, stored, or maintained (including,  
20    among other things, testimony, transcripts, and tangible things), that are produced  
21    or generated in disclosures or responses to discovery in this matter.

22          2.7     Expert: a person with specialized knowledge or experience in a matter  
23    pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24    an expert witness or as a consultant in this Action.

25          2.8     HIGHLY CONFIDENTIAL — ATTORNEY EYES ONLY:  
26    information, including a formula, pattern, compilation, program, device, method,  
27    technique, or process that: (1) derives independent economic value, actual or  
28    potential, from not being generally known to the public or to other persons who can

1 obtain economic value from its disclosure; and (2) is the subject of efforts that are  
2 reasonable under the circumstances to maintain its secrecy. This includes any  
3 documents containing corporate trade secrets, nonpublic research and development  
4 data, pricing formulas, prospective inventory management programs, confidential  
5 business information not generally known to the general public, and customer-  
6 related information.

7 2.9 HIGHLY CONFIDENTIAL – SOURCE CODE: information that is,  
8 or includes, confidential, proprietary, or trade secret source code.

9 2.10 House Counsel: attorneys who are employees of a party to this Action.  
10 House Counsel does not include Outside Counsel of Record or any other outside  
11 counsel.

12 2.11 Non-Party: any natural person, partnership, corporation, association, or  
13 other legal entity not named as a Party to this action.

14 2.12 Outside Counsel of Record: attorneys who are not employees of a  
15 party to this Action but are retained to represent or advise a party to this Action and  
16 have appeared in this Action on behalf of that party or are affiliated with a law firm  
17 which has appeared on behalf of that party, and includes support staff.

18 2.13 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23 2.15 Professional Vendors: persons or entities that provide litigation  
24 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.

27 2.16 Protected Material: any Disclosure or Discovery Material that is  
28 designated as “CONFIDENTIAL.”

1           2.17 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3  
4           3.     SCOPE

5           The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.

10          Any use of Protected Material at trial shall be governed by the orders of the  
11 trial judge. This Order does not govern the use of Protected Material at trial.

12  
13          4.     DURATION

14          Even after final disposition of this litigation, the confidentiality obligations  
15 imposed by this Order shall remain in effect until a Designating Party agrees  
16 otherwise in writing or a court order otherwise directs. Final disposition shall be  
17 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
18 with or without prejudice; and (2) final judgment herein after the completion and  
19 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
20 including the time limits for filing any motions or applications for extension of time  
21 pursuant to applicable law.

22  
23          5.     DESIGNATING PROTECTED MATERIAL

24          5.1    Exercise of Restraint and Care in Designating Material for Protection.

25          Each Party or Non-Party that designates information or items for protection under  
26 this Order must take care to limit any such designation to specific material that  
27 qualifies under the appropriate standards. The Designating Party must designate for  
28 protection only those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material, documents,  
2 items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations  
5 that are shown to be clearly unjustified or that have been made for an improper  
6 purpose (e.g., to unnecessarily encumber the case development process or to  
7 impose unnecessary expenses and burdens on other parties) may expose the  
8 Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it  
10 designated for protection do not qualify for protection, that Designating Party must  
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
15 under this Order must be clearly so designated before the material is disclosed or  
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
22 contains protected material. If only a portion or portions of the material on a page  
23 qualifies for protection, the Producing Party also must clearly identify the protected  
24 portion(s) (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for inspection  
26 need not designate them for protection until after the inspecting Party has indicated  
27 which documents it would like copied and produced. During the inspection and  
28 before the designation, all of the material made available for inspection shall be

1 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
2 documents it wants copied and produced, the Producing Party must determine  
3 which documents, or portions thereof, qualify for protection under this Order. Then,  
4 before producing the specified documents, the Producing Party must affix the  
5 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
6 portion or portions of the material on a page qualifies for protection, the Producing  
7 Party also must clearly identify the protected portion(s) (e.g., by making  
8 appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party identify  
10 the Disclosure or Discovery Material on the record, before the close of the  
11 deposition all protected testimony.

12 (c) for information produced in some form other than documentary and  
13 for any other tangible items, that the Producing Party affix in a prominent place on  
14 the exterior of the container or containers in which the information is stored the  
15 legend "CONFIDENTIAL." If only a portion or portions of the information  
16 warrants protection, the Producing Party, to the extent practicable, shall identify the  
17 protected portion(s).

18 5.3 Inadvertent Failure to Designate. The inadvertent production by any of  
19 the undersigned Parties or non-Parties to the Proceedings of any Document,  
20 Testimony or Information during discovery in this Proceeding without a  
21 "Confidential" designation, shall be without prejudice to any claim that such item is  
22 "Confidential" and such Party shall not be held to have waived any rights by such  
23 inadvertent production. In the event that any Document, Testimony or Information  
24 that is subject to a "Confidential" designation is inadvertently produced without  
25 such designation, the Party that inadvertently produced the Document shall give  
26 written notice of such inadvertent production within twenty-one (21) days of  
27 discovery of the inadvertent production, together with a further copy of the subject  
28 Document, Testimony or Information designated as "Confidential" (the

1 “Inadvertent Production Notice”). Upon receipt of such Inadvertent Production  
2 Notice, the Party that received the inadvertently produced Document, Testimony or  
3 Information shall promptly destroy the inadvertently produced Document,  
4 Testimony or Information and all copies thereof, or, at the expense of the producing  
5 Party, return such together with all copies of such Document, Testimony or  
6 Information to counsel for the producing Party and shall retain only the  
7 “Confidential” designated Materials. Should the receiving Party choose to destroy  
8 such inadvertently produced Document, Testimony or Information, the receiving  
9 Party shall notify the producing Party in writing of such destruction within ten (10)  
10 days of receipt of written notice of the inadvertent production. This provision is not  
11 intended to apply to any inadvertent production of any Information protected by  
12 attorney-client or work product privileges. In the event that this provision conflicts  
13 with any applicable law regarding waiver of confidentiality through the inadvertent  
14 production of Documents, Testimony or Information, such law shall govern.

15 The disclosure or production of any Documents subject to a legally  
16 recognized claim of privilege (including, without limitation, the attorney-client  
17 privilege, work-product doctrine, or other applicable privilege) shall be protected  
18 and excluded from argument from any party that:

- 19 (a) the disclosure was not inadvertent by the Producing Party;  
20 (b) the Producing Party did not take reasonable steps to prevent the  
21 disclosure of privileged Documents;  
22 (c) the Producing Party did not take reasonable or timely steps to rectify  
23 such Disclosure; and/or  
24 (d) such disclosure acts as a waiver of applicable privileges or protections  
25 associated with such Documents.

26  
27 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

28 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a



1 designation of confidentiality at any time that is consistent with the Court's  
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
4 resolution process under Local Rule 37.1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be on  
6 the Designating Party. Frivolous challenges, and those made for an improper  
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
8 parties) may expose the Challenging Party to sanctions. Unless the Designating  
9 Party has waived or withdrawn the confidentiality designation, all parties shall  
10 continue to afford the material in question the level of protection to which it is  
11 entitled under the Producing Party's designation until the Court rules on the  
12 challenge.

## 13 14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A receiving party may use designated material only  
16 for this litigation. Designated material may be disclosed only to the categories of  
17 persons and under the conditions described in this Order.

18 7.2 Disclosure of CONFIDENTIAL Material Without Further Approval.  
19 Unless otherwise ordered by the Court or permitted in writing by the designator, a  
20 receiving party may disclose any material designated CONFIDENTIAL only to:

21 (a) The receiving party's outside counsel of record in this action and  
22 employees of outside counsel of record to whom disclosure is reasonably necessary;

23 (b) The officers, directors, and employees of the receiving party to whom  
24 disclosure is reasonably necessary, and who have signed the Agreement to Be  
25 Bound (Exhibit A);

26 (c) Experts retained by the receiving party's outside counsel of record to  
27 whom disclosure is reasonably necessary, and who have signed the Agreement to  
28 Be Bound (Exhibit A);

- 1 (d) The Court and its personnel;
- 2 (e) Outside court reporters and their staff, professional jury or trial
- 3 consultants, and professional vendors to whom disclosure is reasonably necessary,
- 4 and who have signed the Agreement to Be Bound (Exhibit A);
- 5 (f) During their depositions, witnesses in the action to whom disclosure is
- 6 reasonably necessary and who have signed the Agreement to Be Bound (Exhibit
- 7 A);
- 8 (g) The author or recipient of a document containing the material, or a
- 9 custodian or other person who otherwise possessed or knew the information; and
- 10 (h) Any mediator or settlement officer, and their supporting personnel,
- 11 mutually agreed upon by any of the parties engaged in settlement discussions.

12 7.3 Disclosure of HIGHLY CONFIDENTIAL — ATTORNEY EYES

13 ONLY and HIGHLY CONFIDENTIAL — SOURCE CODE Material Without

14 Further Approval. Unless permitted in writing by the designator, a receiving party

15 may disclose material designated HIGHLY CONFIDENTIAL — ATTORNEY

16 EYES ONLY or HIGHLY CONFIDENTIAL — SOURCE CODE without further

17 approval only to:

18 (a) The receiving party's outside counsel of record in this action and

19 employees of outside counsel of record to whom it is reasonably necessary to

20 disclose the information;

21 (b) The Court and its personnel;

22 7.4 Procedures for Approving or Objecting to Disclosure of HIGHLY

23 CONFIDENTIAL — ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL

24 — SOURCE CODE Material to In-House Counsel or Experts. Unless agreed to in

25 writing by the designator:

26 (a) A party seeking to disclose any material designated HIGHLY

27 CONFIDENTIAL — ATTORNEY EYES ONLY to in-house counsel, outside

28 court reporters and their staff, professional jury or trial consultants, mock jurors,

1 and/or Professional Vendors to whom disclosure is reasonably necessary for this  
2 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
3 (Exhibit A) must first make a written request to the designator providing the full  
4 name of the in-house counsel, the city and state of such counsel’s residence, and  
5 such counsel’s current and reasonably foreseeable future primary job duties and  
6 responsibilities in sufficient detail to determine present or potential involvement in  
7 any competitive decision-making. In-house counsel, outside court reports and their  
8 staff, professional jury or trial consultants, mock jurors, and/or Professional  
9 Vendors are not authorized to receive material designated HIGHLY  
10 CONFIDENTIAL — SOURCE CODE.

11 (b) A party seeking to disclose to an expert retained by outside counsel of  
12 record any information or item that has been designated HIGHLY  
13 CONFIDENTIAL — ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL  
14 — SOURCE CODE must first make a written request to the designator that (1)  
15 identifies the general categories of HIGHLY CONFIDENTIAL — ATTORNEY  
16 EYES ONLY or HIGHLY CONFIDENTIAL — SOURCE CODE information that  
17 the receiving party seeks permission to disclose to the expert, (2) sets forth the full  
18 name of the expert and the city and state of his or her primary residence, (3)  
19 attaches a copy of the expert’s current resume, (4) identifies the expert’s current  
20 employer(s), (5) identifies each person or entity from whom the expert has received  
21 compensation or funding for work in his or her areas of expertise (including in  
22 connection with litigation) in the past five years, and (6) identifies (by name and  
23 number of the case, filing date, and location of court) any litigation where the  
24 expert has offered expert testimony, including by declaration, report, or testimony  
25 at deposition or trial, in the past five years. If the expert believes any of this  
26 information at (4) - (6) is subject to a confidentiality obligation to a third party, then  
27 the expert should provide whatever information the expert believes can be disclosed  
28 without violating any confidentiality agreements, and the party seeking to disclose

1 the information to the expert shall be available to meet and confer with the  
2 designator regarding any such confidentiality obligations.

3 (c) A party that makes a request and provides the information specified in  
4 paragraphs 7.4 (a) and (b) above may disclose the designated material to the  
5 identified in-house counsel or expert unless, within seven days of delivering the  
6 request, the party receives a written objection from the designator providing  
7 detailed grounds for the objection.

8 All challenges to objections from the designator shall proceed under Local  
9 Rule 37-1 through Local Rule 37-4.

10  
11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
12 PRODUCED IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification  
17 shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order  
19 to issue in the other litigation that some or all of the material covered by the  
20 subpoena or order is subject to this Protective Order. Such notification shall include  
21 a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be  
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with  
25 the subpoena or court order shall not produce any information designated in this  
26 action as “CONFIDENTIAL” before a determination by the court from which the  
27 subpoena or order issued, unless the Party has obtained the Designating Party’s  
28 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these provisions  
2 should be construed as authorizing or encouraging a Receiving Party in this Action  
3 to disobey a lawful directive from another court.

4  
5 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a  
8 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
9 produced by Non-Parties in connection with this litigation is protected by the  
10 remedies and relief provided by this Order. Nothing in these provisions should be  
11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party’s confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party’s  
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-  
17 Party that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within  
25 14 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party’s confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and  
3 expense of seeking protection in this court of its Protected Material.  
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any persons or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9 writing the Designating Party of the unauthorized disclosures, (b) use its best  
10 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
11 person or persons to whom authorized disclosures were made of all the terms of this  
12 Order, and (d) request such person or persons to execute the “Acknowledgment and  
13 Agreement to Be Bound” that is attached hereto as Exhibit A.  
14

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other  
19 protection, the obligations of the Receiving Parties are those set forth in Federal  
20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
21 whatever procedure may be established in an e-discovery order that provides for  
22 production without prior privilege review. Pursuant to Federal Rule of Evidence  
23 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
24 of a communication or information covered by the attorney-client privilege or work  
25 product protection, the parties may incorporate their agreement in the stipulated  
26 protective order submitted to the court.  
27  
28

1           12.    MISCELLANEOUS

2           12.1   Right to Further Relief. Nothing in this Order abridges the right of any  
3 person to seek its modification by the Court in the future.

4           12.2   Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10          12.3   Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. If a Party's request to file Protected Material  
14 under seal is denied by the court, then the Receiving Party may file the information  
15 in the public record unless otherwise instructed by the court.

16          13.    FINAL DISPOSITION

17          After the final disposition of this Action, as defined in paragraph 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the  
22 Protected Material. Whether the Protected Material is returned or destroyed, the  
23 Receiving Party must submit a written certification to the Producing Party (and, if  
24 not the same person or entity, to the Designating Party) by the 60 day deadline that  
25 (1) identifies (by category, where appropriate) all the Protected Material that was  
26 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
27 copies, abstracts, compilations, summaries or any other format reproducing or  
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel

1 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
3 and trial exhibits, expert reports, attorney work product, and consultant and expert  
4 work product, even if such materials contain Protected Material. Any such archival  
5 copies that contain or constitute Protected Material remain subject to this Protective  
6 Order as set forth in Section 4 (DURATION).

7 14. Any violation of this Order may be punished by any and all appropriate  
8 measures including, without limitation, contempt proceedings and/or monetary  
9 sanctions.

10  
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
12

13 DATED: June 2, 2017  
14

15 /s/ Ben Galante

16 \_\_\_\_\_  
Attorneys for Plaintiff  
17

18 DATED: June 6, 2017  
19

20 /s/ Amber N. Morton

21 \_\_\_\_\_  
Attorneys for Defendant  
22  
23  
24  
25  
26  
27  
28



1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2  
3 Dated: July 5, 2017



4  
5 GAIL J. STANDISH  
UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty  
5 of perjury that I have read and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 [date] in the case of *Walter Hsiao v. Wal-Mart Stores, Inc.*, Case No. 8:17-cv-  
8 00152-CJC-GJS. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item  
12 that is subject to this Stipulated Protective Order to any person or entity except in  
13 strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court  
15 for the Central District of California for the purpose of enforcing the terms of this  
16 Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print  
19 or type full address and telephone number] as my California agent for service of  
20 process in connection with this action or any proceedings related to enforcement of  
21 this Stipulated Protective Order.

22 Date: \_\_\_\_\_

23 City and State where sworn and signed: \_\_\_\_\_

24  
25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_  
27  
28